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6 LLC

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 WATCH RAPPORT, LLC

Case Number: **23-cv-02154-SPG-RAO**

12 PLAINTIFF,

PLAINTIFFS RESPONSE TO
COURTS OSC THAT PARTIES ARE
NEGOTIATING A GLOBAL
SETTLEMENT

13
14 [ECF # 10]
15
16 vs.
17 SETH GRENNY, DOES 1-20,
18 INCLUSIVE,
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20 DEFENDANTS.
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SUMMARY OF ACTION

WATCH RAPPORT dba watchrapport.com (herein referred to as “PLAINTIFF”) through counsel hereby responds to the Court’s OSC that a global settlement is being negotiated and it will voluntarily dismiss its Complaint or in the alternative shall proceed with litigation in the above entitled cause number.

Counsel for PLAINTIFF will advise the court within 14 days in response to the OSC entered on July 13, 2023.

JURISDICTION AND VENUE

1. This Court has diversity jurisdiction pursuant to United States Code § 1332 and subject matter of PLAINTIFFS state claim arising out of California's common law pursuant to 28 U.S.C 1331, et. seq. for supplemental jurisdiction under the Declaratory Judgment Act.
2. All the events described herein occurred in Los Angeles County, California. Pursuant to Title 28 of the United States Code §1931, venue is therefore appropriate here in the Central District Court of California.

PARTIES

3. WATCH RAPPORT, LLC is a Nevada Limited Liability Company that does business in this District. (herein referred to as “PLAINTIFF”).
4. SETH GRENNY (herein referred to as “DEFENDANT”) is a resident of Bluffdale, Utah and is a sophisticated buyer and seller of Rolex watches in this district.
5. This action is brought without prejudice to PLAINTIFFS rights to seek monetary compensatory damages in a subsequent action or Amendment to this Complaint once their right to be sued and PLAINTIFFS herein specifically reserves that right.

1 6.This action is, at present, brought for interpleader, declaratory relief and
2 damages in excess of \$75,000.00.

3 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

4 7.On or about December 31, 2021 “DEFENDANT” placed an order (Order
5 #4015) from “PLAINTIFF” for a Rolex Day-Date 40 Oyster in the
6 amount of \$43,175.00 that was paid by his Visa Credit Card.

7 8.On or about April 7, 2022 “DEFENDANT” placed an order (Order
8 #4806) purchased a Rolex Cosmograph Daytona Oyster 40 mm yellow
9 gold in the amount of \$46,090,000 that was paid by a Visa Credit Card.

10 9. On or about April 11, 2022, DEFENDANT placed an (Order #4852)
11 purchased a Rolex Sky Dweller Oyster 42mm in the amount of
12 \$16,995.00 that was paid by his Visa Credit Card.

13 10. On PLAINTIFFS website its Terms and Use are binding with its
14 online customers.

15 11. At all times material, DEFENDANT accepted the terms, use and
16 policies when he became a customer of PLAINTIFF.

17 12. PLAINTIFFS Terms of Use provides all of its online customers with a
18 detailed description of its policies for Pre-Orders, Returns, Cancellation
19 Fees, Refunds, Shipping, Ownership of Merchandise, Payment for
20 Merchandise and the terms applicable to its sale of its merchandise.

21 13. All orders include a disclaimer in bold font that its product photos may
22 not reflect the exact watch being sold and that the customer “will receive
23 the exact same model, specs, condition some photos are from stock
24 images or from its network of various suppliers and are subject to
25 change.”

26 14. While waiting for the delivery of the three watches,
27 DEFENDANT demanded a refund in the amount of \$106,260.00 and

demanded an additional \$25,796.47 for a watch never ordered from PLAINTIFF on or about September 19, 2022.

15. PLAINTIFF instructed DEFENDANT to file a chargeback from its credit card company in accordance to its terms of use to receive a full refund of its credit card charges.

16. DEFENDANT advised PLAINTIFF that there is six month deadline with its banking institution and demanded \$132,056.47 on February 3, 2023 for a Rolex that he ordered from another online company.

17. On February 15, 2023, DEFENDANT threatened PLAINTIFF with a lawsuit if they did not immediately refund \$132,056.47.

18. PLAINTIFF alleges that it owes \$106,260.00 to DEFENDANT that will not comply with its Terms of Use by having its bank issue a chargeback on the credit card payments and that all refunds must be refunded back to the original form of payment in accordance to its terms of use as follows minus its attorney fees and costs in prosecuting this action.

s/s Marc Steven Applbaum

DATED: July 15, 2023

Marc Steven Applbaum, Esq.
MIDWAY LAW FIRM APC
Attorney for PLAINTIFF

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13 PLAINTIFF,

CERTIFICATE OF SERVICE

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16 vs.

17 SETH GRENNY, DOES 1-20,
18 INCLUSIVE,

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20 DEFENDANTS.

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1 I, Marc Steven Applbaum, hereby certify that on July 16, 2023 a copy of the following
2 documents were served on all counsel of record and the DEFENDANTS are registered with the
3 Court's electronic case filing (ECF) system by operation of the ECF system.

4 1. PLAINTIFFS RESPONSE TO OSC
5 2. Certificate of Service

6 Dated: July 16, 2023

s/s/ Marc Steven Applbaum

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